

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is entered into on the date of signature of the last signatory to this Agreement (“Effective Date”) by and between Parents Defending Education, Inc. (“PDE”) on the one hand and Linn-Mar Community School District (“Linn-Mar” or “the District”) on the other (collectively, the “Parties”), as follows:

A. WHEREAS, on April 25, 2022, Linn-Mar adopted Policy 504.13-R (“Policy”), entitled “Administrative Regulations Regarding Transgender Students Nonconforming to Gender Role Stereotypes,” *See* D. Ct. Dkt. 3-11 (Ex. I) at 43-50;

B. WHEREAS, by complaint filed on August 2, 2022, PDE brought the matter styled *Parents Defending Education v. Linn-Mar Community School District, et al.*, No. 22-CV-78 (N.D. Iowa) (“Action”), asserting claims concerning Policy 504.13-R against Linn-Mar Community School District; Shannon Bisgard, in his official capacity as Superintendent of Linn-Mar; Britannia Morey, Clark Weaver, Barry Buchholz, Sondra Nelson, Matt Rollinger, Melissa Walker, and Rachel Wall, in their official capacity as members of the Linn-Mar School Board (collectively, “Defendants”);

C. WHEREAS, PDE brought its claims on behalf of its members, including Parents A, B, C, D, E, F, and G and their children;

D. WHEREAS, Parents A, B, C, D, E, F, and G actively participated in and supported the Action;

E. WHEREAS, PDE was authorized by Parents A, B, C, D, E, F, and G to represent them in the Action;

F. WHEREAS, Defendants have denied, and continue to deny, any and all liability in this Action;

G. WHEREAS, on August 5, 2022, PDE moved for a preliminary injunction relating to its claims concerning the Policy;

H. WHEREAS, Defendants opposed PDE’s motion;

I. WHEREAS, in September 2022, the U.S. District Court for the Northern District of Iowa denied PDE’s motion for a preliminary injunction. *See Parents Defending Educ. v. Linn-Mar Cmty. Sch. Dist.*, 629 F. Supp. 3d 891 (N.D. Iowa 2022); *Parents Defending Educ. v. Linn-Mar Cmty. Sch. Dist.*, No. 22-CV-78 CJW-MAR, 2022 WL 4232912 (N.D. Iowa Sept. 12, 2022).

J. WHEREAS, in March 2023, Defendants voluntarily and in their sole discretion rescinded the Policy;

K. WHEREAS, on September 29, 2023, the U.S. Court of Appeals for the Eighth Circuit issued an opinion “vacat[ing]” the district court’s orders and “remand[ing] with directions to grant a preliminary injunction against enforcement of the portion of the policy prohibiting an

intentional or persistent refusal ‘to respect a student’s gender identity.’” *Parents Defending Educ. v. Linn Mar Cmty. Sch. Dist.*, 83 F.4th 658, 669 (8th Cir. 2023).

L. WHEREAS, on October 2, 2023, the U.S. District Court for the Northern District of Iowa issued a preliminary injunction enjoining Defendants from enforcing during the pendency of the litigation “the portion of Board Policy 504.13-R that prohibits an intentional or persistent refusal ‘to respect a student’s gender identity,’” *see* D. Ct. Dkt. 49;

M. WHEREAS, the Parties have determined that it is in their mutual interests to amicably resolve all issues between them;

NOW, THEREFORE, in consideration of the foregoing and of the mutual undertakings of the Parties set out herein, the Parties agree as follows:

1. Linn-Mar has rescinded and will not reinstate the Policy as adopted by the Board on April 25, 2022 with respect to the portion of the Policy that prohibits “[a]n intentional and/or persistent refusal by staff or students to respect a student’s gender identity.” *See* D. Ct. Dkt. 3-11 (Ex. I) at 43-50.

2. Within five days of the Effective Date, Linn-Mar will pay PDE Twenty Thousand Dollars (\$20,000.00). The Parties shall otherwise bear their respective attorneys’ fees, costs, and expenses relating to the Action and this Agreement. Payment will be made by an electronic transfer of funds to a bank account specified by PDE. Upon the filing of the Joint Stipulation of Dismissal, the Parties will promptly exchange the documentation necessary to effectuate and complete this payment in an expeditious manner.

3. Within three business days of the Effective Date, PDE shall file a Joint Stipulation of Dismissal with Prejudice of the Action in the form attached hereto as Exhibit A.

4. In consideration of the good and valid consideration set forth in this Agreement, PDE and its representatives, predecessors, and successors hereby release and discharge Defendants, the Linn-Mar Community School District, EMC Insurance Company, and their insurers, parent companies, subsidiaries, divisions, affiliates, directors, officers, agents, employees, volunteers, shareholders, successors, assignees, indemnitors, indemnitees and attorneys, predecessors, successors, legal representatives and assigns for the foregoing persons and entities, from any and all claims, demands and causes of action, and requests for relief that were sought or could have been brought to challenge the Policy as adopted by the Board on April 25, 2022, as of the effective date of this Agreement. PDE further warrants and represents that it has not filed nor caused to be filed on its behalf, and will not file or cause to be filed on its behalf, any claim, action, demand, or other matter of any kind covered by the above release or covenant not to sue as of the date and time of the execution of this Agreement, other than Case No. 22-CV-78 (N.D. Iowa). This release and covenant not to sue does not apply to any future policies adopted by the District or new claims accruing after the effective date of this Agreement.

5. Within five business days of the effective date of this Agreement, PDE will provide Parents A, B, C, D, E, F, and G with a copy of the Agreement.

6. Nothing contained in this Agreement shall be deemed as an admission of any liability or lack of merit in any claim or defense, by any Party. This Agreement is a compromise settlement and shall not be interpreted to confer prevailing party status on any Party.

7. This Agreement represents the full and complete agreement between the Parties to resolve their dispute. Any representations, warranties, promises, or conditions, whether written or oral, not specifically incorporated into this Agreement shall not be binding on the Parties. All other discussions, negotiations, and writings have been and are merged into this Agreement. The terms of this Agreement are contractual, not a mere recital, and may be enforced by the Parties.

8. Neither this Agreement nor any terms or provision hereof may be changed, waived, discharged, or terminated except by an instrument in writing duly signed by the Party against which enforcement of the change, waiver, discharge, or termination is sought.

9. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa applicable to contracts made and to be performed wholly within the State of Iowa, without regard to its conflict-of-laws provisions.

10. All Parties hereto agree that in the event of any ambiguity or dispute regarding the interpretation of this Agreement, the Agreement will be interpreted as if each Party hereto participated equally in the drafting hereof.


11. The unenforceability or invalidity of any provision or provisions of this Agreement shall not render unenforceable or invalid any other provision or provisions thereof.

12. This Agreement may be signed in two original counterparts, each of which shall for all purposes be considered an original of this Agreement. Execution and delivery of this Agreement by electronic means (including via e-mail or .pdf) shall be sufficient for all purposes and shall be binding on any person or Party who so executes.

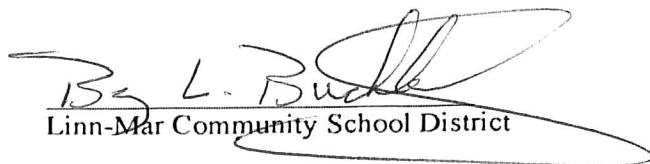
13. This Agreement is subject to approval by the District's Board of Education. Should the Board fail to accept this Agreement, this Agreement shall be null and void in its entirety.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date set forth above.

Date: 2/19/24


Parents Defending Education

Date: 2/19/24


Linn-Mar Community School District

By: _____

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF IOWA
CEDAR RAPIDS DIVISION**

PARENTS DEFENDING EDUCATION,
Plaintiff,

Case No. 22-CV-78-CJW-MAR

v.

LINN-MAR COMMUNITY SCHOOL
DISTRICT, et al.,
Defendants.

JOINT STIPULATION OF DISMISSAL

Per Fed. R. Civ. P. 41(a)(1)(A)(ii), Plaintiff, Parents Defending Education, and Defendants, Linn-Mar Community School District, *et al.*, hereby jointly stipulate to the dismissal of this action with prejudice.

